

PHILIPS**Philips Medical Systems Nederland B.V.**

Quotation: DS 2-08 Intera Pulsar 1.5

Version: 1

Condado X-Ray and Ultrasound
Caguas, Puerto Rico

PUERTO RICO

Reference:

Date: 28 April, 2008

This offer is subject to obtaining any of the requisite approvals or permissions under any of the applicable export control regulations and unless otherwise agreed in writing, the attached conditions of the sale apply.

Quotation

Dear Sir,

Philips Medical Systems is pleased to submit the following quotation, consisting of 36 pages, and offers to sell the products described herein at the prices and terms stated, subject to your acceptance of the terms and conditions on the face and reverse hereof and the agreement between **Philips Medical Systems** and the **Customer**.

This quotation is valid for sixty (60) days from the date of issue.

CUSTOMER ACCEPTANCE, AS QUOTED:

THIS QUOTATION IS SUBJECT TO ALL PROVISIONS AND CONDITIONS ON THE REVERSE SIDE.

Customer Requested Delivery Date _____

By *Stella Fuentes Reyes* (Signature)Name & Title Stella Fuentes ReyesDate 4/30/08**PHILIPS MEDICAL SYSTEMS**By *David Sumpter* (Signature)Name David SumpterTitle Key Account Manager



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0 Chapter Magnetic Resonance System

1.0 Chapter: Magnetic Resonance System - Configuration: Intera Pulsar 1.5T

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1	SP INTERA PULSAR 8 R2.5	NMRA827	
	<p>Pulsar gradient system</p> <p>Intera offers the new Pulsar gradient system, which enables the performance for today's demanding clinical applications. In combination with FreeWave, Pulsar delivers exceptional sequence performance in terms of minimum TE/TR. Performance is achieved over the entire 53 cm FOV with an excellent linearity. The gradient system minimizes eddy currents and acoustic noise.</p> <ul style="list-style-type: none"> • Maximum FOV is 53 cm • Peak amplitude 33 mT/m, slew rate 80 mT/m/ms. All specifications are on axis (x, y and z). • Linearity of 1.4% over the entire 53 cm FOV with distortion correction. • State-of-the-art water-cooled gradient amplifier technology combined with a non-resonant coil design, allows flexible generation of any type of gradient waveform 100 % duty cycle. • SofTone reduces gradient acoustic noise by up to 30 dB (an 86 % reduction in patient-perceived acoustic noise). <p>FreeWave digital RF system</p> <p>Intera 1.5T is now powered by Philips' FreeWave, the first entirely direct digital broadband spectrometer. With a scaleable architecture, outstanding SNR performance and 1MHz bandwidth per RF channel, FreeWave is prepared perform advanced clinical techniques today, and expand for tomorrow.</p> <p>RF Receive:</p> <ul style="list-style-type: none"> • 8 RF channels standard • Direct Digital Sampling at 80 MHz per channel with no analog demodulation. • 1MHz Bandwidth per channel. • Simultaneous connection of multiple coils (total of 16 quadrature coil elements). • Modular expandable architecture 		



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	<p>RF Transmit:</p> <ul style="list-style-type: none"> • 18 kW Solid-state RF power amplifier that affords the energy necessary to image even the large patient. • RF Smart technology enables SAR to be effectively managed through balanced system design combined with the application of Philips imaging techniques such as SENSE, SPAIR and Flip Angle Sweep. <p>Real Time Control:</p> <ul style="list-style-type: none"> • Sub-millisecond TR's and ultra-short TE's provide improved image quality and reduced examination times. • Real-time imaging control for clinical motion correction, including SnapShot and optional navigator-corrections required for free-breathing cardiac techniques and high-resolution diffusion (i.e. PhaseTrak) with profile updates within 1 ms. • Real-time control of RF transmission, gradient switching, data acquisition and triggering. <p>Standard RF coils:</p> <ul style="list-style-type: none"> • Quadrature Transmit/Receive Body coil • Quadrature Head coil • 17 cm circular Flex coil <p>MR WorkSpace</p> <p>The MR WorkSpace is a unique configurable solution to MR workflow targeted at resolving the management of the increasing volume of MR patients and patient data. The MR WorkSpace includes the MR operator's console plus one or more optional Extended MR WorkSpace workstations that are functionally identical to the operator's console.</p> <p>The MR WorkSpace can incorporate optional, advanced MR processing and reporting capabilities. The result is a seamless working environment that can conform to the needs of any MR department - boosting its efficiency and productivity while also avoiding the expense of dedicated workstations.</p> <p>MR operator console:</p> <p>ExamCards</p> <p>ExamCards, a cornerstone of the MR operator console, are complete, pre-set imaging</p>		



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	<p>protocols that can be automatically executed with push-button ease. ExamCards contain a structured multi-sequence examination, along with automated post-processing to automatically execute entire patient studies. ExamCards involve minimal user interaction, shorten overall exam time, reduce training requirements, and improve reproducibility of examinations. Users have full freedom to customize ExamCards. NetForum Community allows Philips users to download best-practice ExamCards created by experts worldwide. NetForum Community unites Philips users with Philips and with one another via Internet access to a secure Philips website directly from the MR operator console or from any PC. NetForum also provides access to the latest training seminars, instructions for use and applications tips and guides.</p> <ul style="list-style-type: none"> • Single mouse-click scanner operation. • Automated scanning. • Automated post processing. • Complete patient studies may be defined and stored, including comprehensive user tips. • GeoLinks enable scan geometries to be defined and automatically copied between sequences. • Sequences and patient location (multi-station studies) may be arbitrarily ordered for optimum acquisition, and data is automatically sorted and viewed correctly. • Downloadable from NetForum or copied from system to system. <p>Viewing, processing and filming</p> <p>MR Workspace supports fast and flexible viewing, processing and film generation at each workstation.</p> <ul style="list-style-type: none"> • Window width/level, zoom, pan, rotate, mirror. • Image annotation (text, arrows and lines). • Image arithmetic (including addition, subtraction, division and multiplication). • Image measurement (including distance and angle, profile or histogram display and X-Y coordinate calculation). • Regions of Interest (ROI) statistics (area, volume, mean and standard deviation) from user defined (square, rectangular, circular, elliptical or irregular) shapes. • Time Intensity analysis of dynamics/phases. • Volume calculation from contours drawn in adjacent slices. • Simultaneous visualization of up to four independent series for comparison. • Cine movie display of up to 24 slices or dynamics/phases 		



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	<ul style="list-style-type: none"> PicturePlus for user-defined reduction of noise over images in combination with edge enhancement. Real-time MIP, MPR and 3D surface rendering (User defined volumes of interest enable elimination of unwanted signals regions). Rapid, single mouse click film generation of image series using a range of predefined formats. "Pick & place" functionality enables the creation of films containing random image selections. Images and movie can be exported to Windows PC formats. <p>Connectivity / Interoperability</p> <p>The MR Workspace fits seamlessly into local network environments. Communication is via DICOM protocols. The system can be configured for safe storage of MR images and other patient data in departmental information systems and PACS. The MR Workspace conforms to the new Enhanced (multi-frame) MR DICOM standard, which improves the performance of data transfer of large data sets and fully supports information associated with Diffusion and Spectroscopy.</p> <p>The system can be configured (per node) to support standard DICOM MR image transfer or DICOM Enhanced MR Image Transfer. If a receiving node does not support DICOM Enhanced MR, standard DICOM MR Images will be transferred.</p> <ul style="list-style-type: none"> DICOM Workflow Management: <ul style="list-style-type: none"> DICOM Modality Worklist DICOM Modality Performed Procedure Steps DICOM Storage Commitment DICOM Send/Receive: <ul style="list-style-type: none"> DICOM Enhanced MR: <ul style="list-style-type: none"> Export / Import of DICOM Enhanced MR Images Export / Import of DICOM MR Spectroscopy Export / Import of DICOM Raw DICOM MR: <ul style="list-style-type: none"> Export / Import of DICOM MR Images 		



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	<ul style="list-style-type: none"> o Export / Import of Philips Private MR Series Data o Export / Import of Philips Private MR Spectrum Data • DICOM Query / Retrieve of Philips MR data, all the exported image types • DICOM Print o Grayscale Softcopy Presentation State with preset window settings as on the console o Basic Grayscale Print • DICOM Media o MR Studies on DVD (Read / Write) o MR Studies on MOD (Read) (optional) • IHE Integration Profiles o Scheduled Workflow o Patient Information Reconciliation o Consistent Presentation of Images o Basic Security <p>Full information on compliance with DICOM standards and available functionality is contained in Philips' DICOM Conformance Statement.</p> <p>Computer System:</p> <p>Intera 1.5T system's distributed computing architecture is based on the latest computer and operating system technology. With separate processors for scanning, image reconstruction, viewing and processing, the architecture provides true real-time performance with reconstruction speeds exceeding 1200 images per second.</p> <ul style="list-style-type: none"> • 23-inch LCD wide-screen format monitor • 2.0 GHz Dual Core Intel Xeon processors • Windows XP OS 64 bits • 6 GB internal memory • 72 GB system disk • 36 GB main image database disk • 80 GB additional data storage disk 		



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	<ul style="list-style-type: none"> DVD + RW for image storage DVD for software loading 10BaseT, 100BaseT or 1000BaseT connections. Fast reconstruction of demanding imaging techniques (interactive real-time, SENSE, high resolution and high coil channel count). More than 1200 images per second (256 x 256 reconstructions) 3.2 GHz dual core processor reconstruction 8 GB reconstruction memory 		
1	Magnet Intera 1.5T	NMRA349	
	<p><u>System Overview</u></p> <p>Intera is designed to meet the demanding criteria of today's progressive imaging centers: New levels of software automation plus a new workspace environment improve operational efficiency and workflow. The latest computing and hardware components ensure cutting edge acquisition speed, resolution and signal to noise. InterScan Tools Packages expand the range of leading clinical procedures available. Intera delivers it all packaged in an environment to optimizing patient satisfaction. Altogether Intera is a powerful system that offers performance for today and expansion tomorrow.</p> <p>The Intera 1.5T scanner comprises:</p> <ul style="list-style-type: none"> Patient environment 1.5T magnet High Performance gradient system FreeWave RF system MR Workspace ScanTools <p>Patient environment</p> <p>Intera is specifically designed to enhance patient comfort and throughput by virtue of a spacious patient aperture that effectively eliminates claustrophobic effects and affords excellent patient access, provided by a combination of the shortest straight bore length in the industry and widely flaring bore. Intera system's ultra-compact, patient-friendly environment also affords un-compromised large and offset FOV imaging. The High SNR body coil permits large FOV imaging without surface coils, reducing set-up time</p>		

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	<p>and facilitating easy run-off studies.</p> <p>Key features include:</p> <p><u>Aperture:</u></p> <ul style="list-style-type: none"> • Bore diameter: 60 cm (23.6 in.) • Straight bore length: 60 cm • Bore flare: 110 cm (43 in.) on both the front and rear of the magnet, enabling equal access to the patient. Additionally, start/stop controls on both ends of the magnet increase operating flexibility. <p><u>Patient Support:</u></p> <ul style="list-style-type: none"> • Patient support enables patients weighing up to 250 kg (550 lbs) to be comfortably positioned. • Patient table height can be lowered to 52 cm (20.4 in.), providing easy access for compromised or non-ambulatory patients. • Detachable tabletop can be combined with optional trolley for efficient patient management and rapid evacuation. • Horizontal travel of 215 cm (7.05 ft) with (1.0 mm (0.04 inch) accuracy • Table speeds of 20 mm/s to 180 mm/s enable fast, easy patient positioning and rapid multi-station examinations. <p><u>Patient Accessories:</u></p> <ul style="list-style-type: none"> • Adjustable fresh air supply and variable lighting • In-bore microphone and ceiling-mounted loudspeakers support two-way patient-operator communication and music. • Hand-held technologist call button. • Soft mattress with a headrest, knee support and positioning wedges. • Patient headset with built-in two-way communication reduces acoustic noise by up to 25 dB. <p>1.5T magnet</p> <p>The magnet system of Intera 1.5T offers high intrinsic homogeneity - typically higher than 0.5 ppm- enabling superb fat suppression via techniques such as SPIR and SPAIR. In addition, Intera 1.5T system's high homogeneity allows rapid per-patient dynamic shimming for excellent image quality over the entire 53 cm (20.9 in.) field-of-view. The</p>		



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	<p>ability to employ large FOVs facilitates run-off studies using as few as three stations, and enables single-acquisition MRA studies encompassing the circle-of-Willis down to the aortic arch. The Intera 1.5T system's excellent homogeneity also affords easy imaging of off-center anatomy.</p> <ul style="list-style-type: none"> • Typical homogeneity of 0.5 ppm VMRS over a 50 cm DSV. • Superconducting screening coils reduce magnetic field susceptibility caused by moving ferrous objects. • Lightweight 2900 kg (6393 lbs.) design and compact fringe field footprint of 3.8 m x 2.4 m (12.5 ft x 7.9 ft) facilitate easy siting. • Typical helium consumption (as low as 0.03 l/hr) extends time between cryogen refills. 		
1	Pre-Installation Parts Intera Achieva 1.5T	NMRA590	
	Building contractors are provided with key siting preparation parts in advance, minimizing installation time.		
1	SCANTOOLS PLUS R2.5	NMRA844	
	<p>ScanTools Plus provides dedicated packages of optimized examinations for virtually all clinical applications and body regions including:</p> <ul style="list-style-type: none"> • Neuro Plus • Ortho Plus • Angio Plus • Body Plus • Breast Plus • Onco Plus • Cardiac Plus • Pediatric Plus <p>Each Plus package consists of application-specific ExamCards, imaging sequences, and acquisition and reconstruction methods that exploit the power of FreeWave, along with the necessary specialized image processing and viewing tools for the MR WorkSpace.</p> <p>Key features of ScanTools Plus:</p>		



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	<p>SAMESCAN:</p> <p>SameScan enables fast, easy and precise follow-up in brain studies. Through identification of key anatomical landmarks, SameScan allows the exact scanning parameters, slice positioning and geometry of a patient's previous study to be acquired in subsequent examinations.</p> <p>EXAMCARD PROCESSING</p> <p>ExamCard Processing streamlines clinical workflow by fully automating data processing for a number of routine clinical applications. Processing takes place in the background immediately following completion of the acquisition. Includes:</p> <ul style="list-style-type: none"> • Diffusion Maps (ADC, eADC and Trace) • Image Algebra (Addition, Subtraction, Division, Multiply) • Magnetization Transfer Coefficient • PicturePlus <p>ExamCards definitions can to be saved to the database along with the acquired images.</p> <p>MOBIVIEW:</p> <p>Enables automatic, single mouse-click composition of data sets from multi-station acquisitions into full FOV images. Applications include Runoff MRA, Complete CNS and Complete Torso. Composite images may be displayed, stored, filmed and exported via DICOM and PC-compatible formats. These images are compatible with viewing, measurement and processing tools, including MIP, MPR and 3D surface rendering. MIPs may be performed around an axis defined in any of the individual data sets.</p> <p>SENSE:</p> <p>Provides true acceleration in image acquisition with SENSE-compatible coils up to a 4-fold (3D acquisition) acceleration in acquisition speed, independent of resolution and matrix size. SENSE is compatible with the vast majority of imaging techniques including diffusion, in which SENSE reduces the echo train length to increase SNR and reduce susceptibility effects, and dynamic techniques such as TRACS, THRIVE and BLISS.</p> <p>THRIVE:</p> <p>THRIVE combines the speed of SENSE to enable isotropic high-resolution T1-weighted images with extensive volumetric coverage and uniform fat suppression, in short breath-hold times and in any imaging plane. THRIVE is ideal for dynamic liver, small bowel, breast, prostate and pancreas imaging. THRIVE images are excellent for MIP and MPR.</p>		



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	<p>BLISS:</p> <p>BLISS is a multi-volume imaging technique that enables the collection of two bilaterally placed volumes within a single acquisition. Localized shimming is performed for each volume for optimal fat suppression. BLISS is ideal for high-resolution sagittal breast studies, and uses SENSE for rapid scan times.</p> <p>VISTA:</p> <p>VISTA provides high-resolution volumetric T2 weighted images acquired with a TSE acquisition. Acquisition time and inter-echo spacing are optimized through the applications of flip angle sweep in combination with non-selective refocusing pulses. Images are ideally suited to imaging of the spine, creating multiple orientations through MPR processing.</p> <p>SNAPSHOT:</p> <p>Snapshot imaging eliminates the effects of patient and physiological motion through the combination rapid TSE sequences with the acceleration of SENSE. Individual Snapshot images can be acquired in any orientation in approximately 250ms to 300ms. Asymmetric TSE makes Snapshot compatible with T1-, T2- and diffusion-weighted imaging.</p> <p>MultiVane</p> <p>MultiVane delivers high resolution diagnostic images even in the case of severe patient motion. MultiVane provides motion correction to multi-shot TSE (T1, T2, IR-real, FLAIR) and gradient-echo examinations through the use of radial encoding and selective usage of acquired data lines based on motion criteria. MultiVane can be used in brain examinations of the brain, in addition to other anatomical areas.</p> <p>DIFFUSION</p> <p>Single-shot EPI diffusion-weighted (DWI) sequences permit motion-free imaging, enabling visualization of isotropic DWI images - with three diffusion directions and up to 16 b-values per scan - and automated creation of Apparent Diffusion Coefficient (ADC) maps.</p> <p>SPAIR:</p> <p>A high uniformity fat saturation method making use of adiabatic spectral saturation pulses, ensures insensitivity to RF field inhomogeneities and lowers SAR. SPAIR is ideal for offset and difficult to suppress regions such as liver, shoulders, pelvis and hips.</p> <p>BOLUSTRAK:</p> <p>Enables accurate synchronization of high-resolution CE-MRA acquisitions. BolusTrak uses a real-time fluoroscopic display of bolus arrival in the area of interest and manual</p>		



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	<p>start of the target acquisition. BolusTrak in combination with CENTRA minimizes venous contamination and produces optimal arterial vessel contrast and resolution.</p> <p>TRACS:</p> <p>TRACS enables accelerated time-resolved contrast-enhanced vascular imaging. TRACS uses SENSE for image acceleration and CENTRA phase-encode ordering for optimized contrast.</p> <p>PROSET WATS and FATS:</p> <p>Combines the characteristics of the high-resolution volume acquisitions with ProSet water or fat only selection. Applications include T1-weighted Body and Spine Nerve Root Visualization and Cartilage imaging and MR arthrography in orthopedics.</p> <p>ASYMMETRIC TSE:</p> <p>Extended contrast control for TSE acquisitions through optimized mapping of individual echoes into the image. Applications include proton density weighted imaging of joints with higher spatial resolution or faster scan times.</p> <p>m-FFE</p> <p>m-FFE provides unique image contrast - ranging from 2D or 3D gradient-echo sequences to the combination of echoes. m-FFE is very useful for neuro and musculoskeletal applications.</p> <p>REFOCUS CONTROL:</p> <p>Uses sophisticated flip angle sweep control in TSE acquisitions to optimize contrast-to-noise and scan time, while at the same time controlling SAR levels.</p> <p>DRIVE:</p> <p>Enables shorter TRs while maintaining contrast-to-noise and SNR for T2-weighted 2D and 3D TSE acquisitions, resulting in shorter scan times and increased resolution.</p> <p>3D TFE:</p> <p>Combines the acceleration of SENSE with the high T1 contrast of inversion-prepared TFE acquisition. 3D TFE enables isotropic coverage of the entire head in scan times under 2 minutes, using acceleration factors of up to 4 (2*2). A single data set can be reformatted into alternate planes both pre- and post-contrast, eliminating the need for additional scans.</p> <p>BLACKBLOOD:</p> <p>Features pre-pulses to achieve suppression of the blood signal for optimum myocardial</p>		



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	<p>and lumen visualization in cardiac and vascular imaging.</p> <p>CLEAR:</p> <p>CLEAR provides a unique signal uniformity correction based on coil-sensitivity and on patient loading. CLEAR improves image uniformity, reduces bright fat signal at the surface of coils, and extends the effective coverage of phased array coils.</p> <p>PICTUREPLUS:</p> <p>PicturePlus is an image enhancement tool that can improve the appearance of images through edge enhancement and smoothing. The operator has control over enhancement parameters, which can be applied automatically post-acquisition or as a post-processing option.</p> <p>T2* PERFUSION:</p> <p>Dynamic multi-slice T2*-weighted sequences based on single- or multi-shot FFE or FFE EPI methods.</p> <p>EPI BOLD:</p> <p>EPI BOLD provides dynamic multi-slice T2*-weighted sequences based on single- or multi-shot FFE and SE EPI methods.</p> <p>VENOUS BOLD:</p> <p>Provides T2*-weighted 3D sequences compatible SENSE, allowing high-resolution acquisitions in short scan times. These sequences are useful for evaluating various brain anomalies associated with blood.</p> <p>VCG Gating:</p> <p>VectorCardioGram Gating is a more robust method than regular ECG gating, providing virtually 100 % triggering accuracy. VCG greatly reduces operator setup time and thus overall exam time, even for patients with pathologic ECG patterns. This method provides automatic adjustment to the electrical axis of the patient's heart and to the specific multi-dimensional QRS waveform. Includes a four-lead cable set.</p> <p>FLOW:</p> <p>Phase contrast (PC) sensitive imaging enables depiction of moving fluid without any background signal that is sensitized in all three directions with variable VENC values. Retrospectively gated 2D multi-phase acquisitions permit evaluation of blood or CSF flow. Retrospectively gated TFE PC enables quantitative measurements in one breath hold. Quantitative flow allows non-invasive measurements of blood flow or CSF flow in three directions.</p>		



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	<p>B-FFE/TFE:</p> <p>Ultra-fast steady-state 2D and 3D imaging techniques are insensitive to fluid motion, thereby producing exceptional contrast between bright fluids and surrounding tissue. These techniques provide optimal myocardium-to-blood contrast for (functional) cardiac studies. High-resolution isotropic data sets are ideal for MIP and MPR processing to visualize the inner ear, and to produce myelograms in addition to non-contrast enhanced angiograms.</p> <p>Clinical Packages:</p> <p>Neuro Plus</p> <p>The Neuro Plus package provides High-quality, high-resolution neuro imaging results, which allows for the assessment of morphology in the brain and spine.</p> <p>Features include:</p> <ul style="list-style-type: none"> • ExamCards for head and spine imaging • SENSE imaging for all Philips SENSE coils allowing faster scan times or improved susceptibility suppression. • High-resolution acquisitions on the order of 1024 acquisition and reconstruction • Large FoV for Spine studies • MobiTrak compatible with all sequences to allow for improved Total Spine imaging to be visualized in the MobiView package for seamless single mouse-click Total-spine evaluation. • Sequences include SE, FFE and EPI based methods • Fat suppression provided by STIR, SPIR, ProSet and SPAIR methods • 3D based sequences for TSE including DRIVE for improved fluid visualization (IAC) • Balanced FFE/TFE for high-resolution high contrast (IAC and Spine applications). • Single, Dual and Triple IR sequences for evaluation of gray and white matter differentiation • VISTA: Isotropic 3D TSE allows volumetric acquisitions that can be reconstructed in any plane (e.g. Brain and Lumbar spine) • 3D T1-TFE sequences allow volumetric acquisition and reconstruction of the original dataset in any orientation (e.g., Brain gray/white matter differentiation). Can be applied with both full and partial integer SENSE factors in either primary or slice direction to reduce scan times. • FLAIR for CSF suppression (TSE and EPI based) 		



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	<ul style="list-style-type: none"> Multiple radial projection myelography as well as 2D and 3D sequences. ProSet water and fat excitation for nerve root imaging Snapshot imaging for uncooperative patients Multi-Vane to correct motion for multi-echo TSE and gradient echo examinations using radial encoding Multi-slice, multi-echo TSE with up to 32 echoes per slice Flip Angle Sweep TSE for reduction of SAR and decrease of MT effects improving gray/white matter contrast in both T2 and FLAIR acquisitions DWI based methods include single-shot with automated processing of the ADC maps (for both brain and spine DWI) T2* based sequences for Perfusion and fMRI sequences including FFE-EPI, SE-EPI T2* perfusion curve analysis <p>Body Plus</p> <p>Body Plus enables fast high-resolution scan methods for Torso imaging.</p> <p>Features include:</p> <ul style="list-style-type: none"> ExamCards for chest, abdomen and pelvis imaging Sequences for both 2D and 3D acquisitions Triggered, Multishot BH and free breathing ultra-short TSE sequences are available All sequences compatible with SENSE for reduced breath-hold time and CLEAR homogeneity correction for fast high-quality body imaging. In and out of phase breathhold FFE and TFE. TFE for fast T1- weighted imaging (using inversion and saturation pre-pulses) can also be combined with free breathing snapshot imaging. THRIVE compatible with either SPIR or SPAIR fat suppression, allow for choice between high-resolution and or improved isotropic acquisitions in a single breathhold (can be used for dynamic high-spatial and temporal resolution imaging for Liver and Colonography) Keyhole imaging for high temporal dynamic studies. Proset with 3D volume acquisition T1 weighted scans(useful for pancreas and liver breath-hold imaging) MRCP/U sequences acquired by SSH, radial SSH and 3D acquisitions allows for high-resolution imaging with or without triggering or Breath hold imaging 		



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	<ul style="list-style-type: none"> MultiEcho T2 measurements (up to 32 echoes) for T2mapping. Free-breathing non-contrast enhanced portal vein imaging with B-TFE High-resolution pelvic imaging with short exam times afforded by SENSE and excellent fat-suppression supplied by SPAIR adjustable fat-suppression technique. VISTA: Isotropic 3D TSE allows volumetric acquisitions that can be reconstructed in any plane (pelvis) T1 perfusion curve analysis <p>Breast Plus</p> <p>Breast Plus enables both high-spatial and/or temporal resolution. Efficient breast imaging via the use of ExamCards BreastPlus offers sequences for both 2D and 3D acquisitions and include:</p> <ul style="list-style-type: none"> ExamCards for breast imaging THRIVE and BLISS, which are compatible with either SPIR or SPAIR fat suppression, High-resolution T1 and T2 TSE sequences compatible with SENSE for fast high-resolution scanning and CLEAR homogeneity correction. Silicone only sequences optimized for breast implants are also provided. <p>Ortho Plus</p> <p>Ortho Plus provides both high-resolution and fast orthopedic imaging supporting assessment of morphology in the spine and extremities.</p> <p>Features include:</p> <ul style="list-style-type: none"> ExamCards designed for orthopedic imaging Sequences include both 2D and 3D methods with volumetric acquisitions. SE, TSE, FFE sequences, with fat-suppression provided by STIR, ProSet, SPIR and adjustable fat-suppressed method of SPAIR. Can be combined with up to 1024 acquisition resolution for improved detection in orthopedic imaging SENSE imaging for all Philips SENSE coils allowing faster scan times and CLEAR homogeneity correction. DRIVE combined with TSE allows for increased sensitivity to fluids Balanced FFE for high-inplane and throughplane evaluation of joint diseases. Turbo-STIR for fat-suppressed evaluation of bone bruises. TSE sequence with asymmetric profile ordering lets users select TE in a fixed shot 		



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	<p>length, enabling high-resolution imaging in short scan times. Particularly useful in PDW sequences.</p> <ul style="list-style-type: none"> • m-FEE combining echos for all 2D and 3D gradient echo sequences. • 3D FFE with ProSet for water only selective sequences. Optimizes cartilage and/or fluid imaging with high-resolution in all directions. • THRIVE for 3D high-resolution fat-suppressed imaging for MR arthrograms • MobiTrak compatible with all sequences to allow for improved Total Spine imaging to be visualized in the MobiView package for seamless single mouse-click Total-spine evaluation. • Dynamic imaging sequences for TMJ applications in combination with specific coils allows high-resolution fast imaging scans • Improved susceptibility reduction sequences implemented to include SENSE, modifications of water-fat shift and manipulable bandwidth for improved imaging in the presence of prosthesis. <p>Cardiac Plus</p> <p>Cardiac Plus provides high-quality cardiac imaging supporting assessment of cardiac morphology, and functional studies of the heart and surrounding vessels..</p> <p>Features include:</p> <ul style="list-style-type: none"> • ExamCards designed for cardiac imaging • VectorCardioGram (VCG) for near-100% triggering accuracy, even for patients with pathologic ECG patterns. Provides automatic adjustment to the actual electrical axis of the patient's heart and to the specific multi-dimensional QRS waveform. Includes a four-lead cable set and Philips' patented vector processing algorithm. High R-peak detection rate results in shorter scan times. • Black Blood Imaging for optimal myocardial imaging • 2D/3D Balanced FFE provides optimal myocardium-to-blood contrast for (functional) cardiac studies. • All sequences are compatible with cardiac triggering, with SENSE and CLEAR homogeneity correction. • Single Slice - Multi Phase for functional cardiac studies • Arrhythmia Pro arrhythmia rejection technique. Performs retrospective gating with real-time prospective updating, then rejects and reacquires atopic heart beats in real time for full R-to-R coverage. • Infill enhances the cine viewing of cardiac studies by reconstructing additional intermediate frames. Used in conjunction with full R-to-R imaging. 		



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Qty	Description	Code number	USD
	<p>Angio Plus</p> <p>For high-quality fast and high-resolution imaging for both non-contrast and contrast vascular exams. Angio Plus features routine procedures built in ExamCards for vascular imaging.</p> <p>Features include:</p> <ul style="list-style-type: none"> • ExamCards designed for angio imaging • 2D and 3D sequences for Inflow techniques Contrast Enhanced and Phase Contrast Angiography sequences. • SENSE imaging for all Philips SENSE coils allowing for increased temporal resolution or higher resolution scanning in standard scan times. • Inflow sequences can be combined with CHARM for uniform signal intensity over large 3D volume acquisitions, TONE for improved contrast and MTC for reduction of fat Signal (peri-orbital fat) • Inflow and PCA sequences can be combined with ECG and/or VCG triggering for optimal image quality in anatomies with pulsatile flow (popliteal or areas where retrograde flow is an issue). • 2D/3D Balanced TFE/FFE for fast, high-resolution non-contrast enhanced vascular imaging. • Quantitative blood and CSF flow sequences utilizing retrospective triggering PCA. • MultiVenc PCA sequences • Quantitative flow allows non-invasive measurements of blood flow or CSF flow in three directions • BolusTrak for accurate triggering of bolus arrival in contrast enhanced exams • 3D high-resolution contrast enhanced imaging with CENTRA to allow increased spatial resolution without venous contamination (e.g., in high resolution CE Arch studies and lower leg station of peripheral run-off studies), CENTRA can also be combined with SENSE for improved arterial vessel delineation in dynamic scans. • Keyhole imaging to improve temporal resolution in dynamic studies. • TRACS to accelerate time-resolved contrast-enhanced vascular imaging with a factor 4. • MobiTrak feature in combination with multi-station compatible coils to allow for peripheral run-off studies, can be combined with the use of single mouse click multi-station viewing (MobiView) for display. 		



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Qty	Description	Code number	USD
	<p>Onco Plus</p> <p>OncoPlus provides high-quality assessment in all anatomical areas for better lesion visualization.</p> <p>Features include:</p> <ul style="list-style-type: none"> • ExamCards designed for oncology imaging • High gradient linearity allows for improved therapy planning and accurate QBC imaging results • All Philips phased array coils compatible with CLEAR, SENSE for improved image quality and faster scan times • Large Field-of-View allows for improved screening • ExamCards for single-pass multi-station imaging with user-defined contrasts per station, supporting easier characterization of lesions. • 1024 scan resolution for improved small lesion detection • 2D and 3D sequences including STIR, IN/OUT of phase imaging, THRIVE and dynamic imaging sequences • Dynamic scan techniques for monitoring and evaluation allow for contrast uptake kinetic viewing <p>Pediatric Plus</p> <p>Pediatric Plus provides fast, patient-friendly imaging of pediatric patients.</p> <p>Features include:</p> <ul style="list-style-type: none"> • ExamCards for pediatric imaging • SoftTone ensures very fast imaging combined with noise reduction techniques dramatically reducing acoustic noise. • SENSE imaging for all Philips SENSE coils allowing faster scan times or improved susceptibility suppression. • Sequences include SE, FFE and EPI based methods • Fat suppression provided by STIR, SPIR, ProSet and SPAIR methods • 3D based sequences for TSE including DRIVE for improved fluid visualization (IAC) • Balanced FFE/TFE for high-resolution high contrast (Fetal, IAC and Spine applications) • Single, Dual and Triple IR sequences for evaluation of gray and white matter 		

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Qty	Description	Code number	USD
	<p>differentiation</p> <ul style="list-style-type: none"> Black blood imaging and 2D/3D B-FFE for optimal assessment of congenital heart disease <p>Capabilities:</p> <p>Setup and Planning:</p> <p>ExamCards (Complete automated patient studies including scanning and processing)</p> <p>PlanScan (Freestyle planning of scan geometries and positions)</p> <p>SameScan (Planning for follow up based on anatomical landmarks)</p> <p>FlexPlan (Planning based on selection of three anatomical landmarks)</p> <p>AutoSurvey (Rapid acquisition of survey scan)</p> <p>Repeat Scan (Repeats any archived study)</p> <p>AutoShim (Regional shim volumes)</p> <p>Acquisition:</p> <p>2D (Single-slice, Multiple single-slice and Multi-slice)</p> <p>3D (Single-stack and Multi-stack)</p> <p>3D Multi-Chunk (Volume divided into set of contiguous 3D in scans)</p> <p>Dynamic (Maximum 1024 phases)</p> <p>Single- and Multi-station (Maximum of 4 stations)</p> <p>Manual start (Controlled from the gantry or operator's console)</p> <p>Matrix (Maximum 1024)</p> <p>Phase matrix (Rectangular FoV, fold over suppression, zero interpolation)</p> <p>Field of View</p> <p>Anatomical Imaging:</p> <p>Spin Echo (Single and multi-echo up to 32 echoes, and asymmetric multi-echo, T2-map generation)</p> <p>Inversion Recovery (IR, STIR, FLAIR, Dual IR for fat, fluid and tissue suppression, Magnitude and Real Images)</p>		



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Qty	Description	Code number	USD
	2D/3D TSE (Snapshot, Single and Multi-Shot , Single and Multi-contrast, includes all IR contrast methods above, DRIVE, Asymmetric encoding, Flip angle Sweep) 2D/3D FFE (with and without RF Spoiling) 2D/3D Balanced-FFE 2D/3D TFE (with and without RF Spoiling, T2 Pre-pulse contrast) 2D/3D Balanced-TFE 3D THRIVE 3D BLISS 3D VISTA 2D EPI (Single Shot, SE and FFE readout types, FLAIR) Mixed Mode (Interleaved IR/SE for T1, T2, PD calculation) Turbo factor (maximum 256) EPI factor (maximum 63) Angiography: 2D/3D ToF (including Turbo, gating) PCA (including Turbo, gating and with variable VENC) TONE optimized RF excitation profile MOTSA (multi-chunk acquisition) CHARM (reconstruction minimizes signal anomalies at borders of chunks) MT (magnetization transfer) CE-MRA BolusTrak MobiTrak automated table motion and image subtraction CENTRA TRACS Diffusion Imaging:		



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Qty	Description	Code number	USD
	2D TSE (Snapshot, FLAIR) 2D EPI: (Single Shot, SE and FE readout, FLAIR) Single and multiple b-values up to 16 per scan Perfusion & BOLD Imaging: 2D EPI: (Single Shot, SE and FE readout) Cardiac Imaging: Turbo B-FFE/TFE Turbo PCA with variable VENC Breathhold Single-slice multi-phase Prospective gating Retrospective gating (with real-time prospective updating) Arrhythmia Pro (arrhythmia rejection technique) InFill (reconstructs intermediate cardiac phases) Image Acceleration: SENSE (with fractional acceleration control) Keyhole (SE, FFE and TFE) k-Space Shutter (Up to 25% 3D scan time reduction) HalfScan Rectangular FoV Overcontiguous Slices Prepulses, Saturation and Contrast: Saturation (REST, Shared REST, Positioned freely or parallel or perpendicular to scan plane) Fat Saturation (SPIR, SPAIR) ProSet (Water/Fat Selection)		



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Qty	Description	Code number	USD
	WATS and FATS Black Blood Silicon Magnetization Transfer Contrast (MTC) Flip Angle Sweep Motion Correction and Control: Gating (VCG, Respiratory, PPU) FlowComp PEAR (respiratory monitored phase encode ordering) SMART (optimized temporal data collection and averaging order) Image Optimization: CLEAR PicturePlus		
1	Achieva 1.5T coil package	NMRA507	
	<p>The SENSE Spine Coil has 10 elements for optimum coverage of the cervical, thoracic and lumbar spine. The total length covered is sufficient for patients up to 2 meters in height. The array of elements, which are individually optimized for maximum SNR and penetration depth, provides excellent image quality. The cervical spine segment of the coil is comfortably shaped and enables optimal RF penetration. The patient can easily be positioned on the coil. No patient repositioning between scans is required. This coil can be combined with the SENSE Flex L Coil for total neuro examinations covering head and spine.</p> <p>Features:</p> <ul style="list-style-type: none"> • Maximum SENSE factor of 2 • Outside coil dimensions 130 x 540 x 1130 mm • Weight: 8.5kg • Compatible with all RF platforms on 1.5T 		



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Qty	Description	Code number	USD
	<p>The SENSE Body Coil has 4 coil elements and is optimized to image the organs of the abdomen, pelvis and chest. It provides detailed imaging of the liver and biliary system, spleen, kidneys, pancreas, adrenals, mediastinum, pulmonary and abdominal vasculature and brachial plexus. This flexible design of the coil ensures optimal patient comfort and image quality.</p> <p>Features:</p> <ul style="list-style-type: none"> • Maximum SENSE factor of 4 • Outside coil dimensions 900 x 520 x 480 mm • Weight: 6.5kg • Compatible with all RF platforms on 1.5T <p>The SENSE Flex M is a general-purpose coil that consists of two flexible elements. This coil enables a wide variety of applications, including shoulder imaging, pediatric (e.g. hip and brain), elbow and hippocampus imaging. In shoulder imaging, the unique coil design allows easy positioning of the arm above the patient's head.</p> <p>Features:</p> <ul style="list-style-type: none"> • Maximum SENSE factor of 2 • Coil element dimensions: 17 cm per element • Outside coil dimensions 90 x 300 x 650 mm • Weight: 3.5kg • Compatible with all RF platforms on 1.5T 		
1	SENSE Flex-L coil 1.5T	NMRA715	
	<p>The SENSE Flex L is a general-purpose coil that consists of two flexible elements. The shape and size of this large flexible coil enable a wide variety of applications including brain imaging, brachial plexus, pediatric chest and pediatric abdominal imaging, pelvis imaging, hip imaging and cardiac imaging. This coil can be combined with the SENSE Spine Coil for total neuro examinations covering head and spine.</p> <p>Features:</p> <ul style="list-style-type: none"> • Maximum SENSE factor of 2 		



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Qty	Description	Code number	USD
	<ul style="list-style-type: none"> Inside Coil diameter: 27 cm Outside coil dimensions (hwxwd) in mm 90x300x650 Weight: 3.5kg Compatible with all RF platforms on 1.5T 		
1	Coil cabinet left	NMRA051	
	<p>This Intera style cabinet (combined with the "coil cabinet right") will store all Intera RF coils.</p> <p>This cabinet has space for two large coils (knee or head coil) two flat coils (synergy spine or synergy cardiac coil) and for miscellaneous wedges.</p> <p>The cabinet features 4 drawers and a storage area behind two doors. The side of the cabinet has three storage bins for flexible surface coils.</p> <p>This coil cabinet has to be assembled on-site.</p> <p>Features:</p> <ul style="list-style-type: none"> Intera style colors for a perfect match with the system Storage space for RF coils, wedges, straps, bottles and phantoms. 		
1	Breast imaging support	NMRA053	
	<p>A positioning mattress to be used with the SENSE Body Coil (1.0T/1.5T). The support enables bilateral MR Mammography using SENSE. Patient positioning is very easy, with patient comfort. The result: fast and reliable mammography examinations.</p> <p>Features:</p> <ul style="list-style-type: none"> Fast MR Mammography using SENSE High patient comfort Easy patient positioning 		
1	Patient fixation straps	NMRA054	
	This set of straps can be used to immobilize the patient. It consists of different strap		



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Qty	Description	Code number	USD
	<p>types and sizes that will "lock / slide" into the table groove. The straps are compatible with all coils. The straps are made of nylon which gives a good fixation and are easy to clean.</p> <p>The package consists of:</p> <ul style="list-style-type: none"> • 3 straps, 35 cm • 3 straps, length 70cm • 3 extension straps • 4 arm / wrist straps 35 cm <p>Features:</p> <ul style="list-style-type: none"> • Material: nylon • Color: white 		
1	Coil positioning device	NMRA055	
	Separate table-mounted (TMJ) coil positioning stand, featuring integrated headrest and flexible arms mounted at each side to support the left and right TMJ coils. Once positioned coils remain in place without impairing controlled jaw movement for kinematic joint studies. Alternatively the stand may be used to position coils other than TMJ coils. For instance the stand may be used to position the standard 17 cm circular coil for anterior neck imaging.		
1	ACCESSORY SET MOBITRAK	NMRA762	
	The MobiTrak accessory allows positioning of the lower legs and foot in a comfortable and reproducible fashion. Using this accessory will help reduce patient motion and improve vessel visualization in peripheral vascular imaging; likewise it might be used for whole body imaging.		
1	Power Conditioner unit - 150KV_a (200amp peak) with integrated mains monitoring (PDU MRPT U) for MRI systems	9896 040 14291	
	The PDU system is a self contained unit that provides voltage conversion and distribution, impedance control, high energy filtering, surge suppression and a remote power monitor. The remote power monitor is a feature which enables the power to be monitored via a standard web browser, providing a diagnostic tool for power quality		



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Qty	Description	Code number	USD
	<p>issues.</p> <p>Input Voltage: 208/220/240/380/408/440/480 VAC 3 Phase Delta (4wire)</p> <p>Frequency: 50/60Hz</p> <p>Main Output Voltage:</p> <ul style="list-style-type: none"> - 380/220 VAC-3Phase (5-wire) - 150 kVA (peak) (200 A/ph) peak, 50 A continuous <p>Cryo-Cooler Output: 127/220 WYE, 15A continuous</p> <p>Heat Exchange Output: - 220VAC 1-Phase, 11A continuous</p> <p>Weight: 371 Kg</p> <p>Dimensions: 1130high x 550width x 520depth (mm)</p>		

Special Sale Price: \$ 800,000.00



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1 Chapter Optionals

1.0 Chapter: Optionals

Qty	Description	Code number	USD
1	SENSE Flex-S coil 1.5T	NMRA717	\$ 17,000.00 Free of Charge
	<p>The SENSE Flex S is a general-purpose coil consisting of two flexible elements. The shape and size of this small flexible coil elements enable a wide variety of applications, including the carotid arteries, TMJ joint, orbits, pediatric imaging and imaging of small joints (e.g., elbow, wrist, ankle).</p> <p>Features:</p> <ul style="list-style-type: none"> • Maximum SENSE factor of 2 • Coil element dimensions: 11 cm • Outside coil dimensions 90 x 300 x 650 mm • Weight: 3.5kg • Compatible with all RF platforms on 1.5T 		
1	KNEE/FOOT COIL 1.5T 4	NMRA768	\$ 18,000.00 Free of Charge
	<p>The Knee/Foot coil has a - 4 elements - phased array design. The coil is designed for routine imaging of the knee and the foot. The coil consists of different parts: one posterior section, one anterior section for knee imaging and one anterior section for foot imaging, including ankle imaging. The coil is positioned on a baseplate and can be slid in different left/right positions. The coil is easy to operate and provided with positioning accessories for maximum patient comfort during the examination.</p> <p>Features:</p> <ul style="list-style-type: none"> • Inside diameter is 18cm • Outside coil dimensions <p>o Knee part: 260x250x280 mm</p>		



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Qty	Description	Code number	USD
	<ul style="list-style-type: none"> o Foot part: 340x250x280 mm • Compatible with all RF platforms on 1.5T 		
1	8ch SENSE NV coil 1.5T	NMRA702	\$ 35,000.00 Free of Charge
	<p>The 18 elements in the SENSE Neurovascular Coil are designed around the patient's head, neck and upper chest areas to offer homogeneous signal in the complete neurovascular imaging volume, enabling high-resolution imaging of the brain, c-spine, neck or complete neurovascular area, including MR angiography, spectroscopy and functional neuro exams. It has outstanding anatomical coverage:</p> <ul style="list-style-type: none"> • From root of the aortic arch to top of head • Thoracic region including the brachial plexus <p>The SENSE Neurovascular Coil has an open top and a large viewing and breathing space, allowing easy patient access and coil placement and optimal patient comfort.</p> <p>Features:</p> <ul style="list-style-type: none"> • 18 elements distributed with Head 8, Neck 4, Chest 6 • Maximum SENSE factor of 8 • Outside coil dimensions 380 x 540 x 690 mm • Weight: 15kg • Compatible with an 8-channel FreeWave platform on 1.5T 		
1	Handheld Metal Detector EB611	9899 000 15009	\$ 1,500.00 Free of Charge
1	Non-Magnetic Wheelchair	9896 040 24291	\$ 3,500.00 Free of Charge

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Qty	Description	Code number	USD
1	Non-Magnetic Fixed Stretcher	9896 040 24281	\$ 3,800.00 Free of Charge
	- All welded anodized Aluminum Frame - Table top 81 cm from floor (excluding thickness of pad) - 4"casters with independent braking		



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2 Sales Conditions

1. **Payment terms**

10% Upon quotation signature
70% Upon shipment receipt in Puerto Rico
20% Upon the first patient clinically scanned

2. **Trade terms (DDU)**

The above mentioned prices are DDU (Delivered Duties Unpaid) and taxes are not included.

IMPORTANT TAX NOTICE: In order for this sale to be exempt from the 7% Puerto Rico Sales Tax (IVU), the customer must provide PHILIPS with a Tax Exempt Certificate dated on/or after August 1, 2007 issued by the "Departamento de Hacienda de Puerto Rico".

3. **Despatch and delivery**

Approximately 90 (ninety) days after the order is processed and the down payment agreed upon has been received by PHILIPS, the goods will be despatched. PHILIPS reserves the right to postpone the customer requested delivery date, specified in the first page of this quotation, in case there is any delay in the fulfilment of the site readiness and/or on the payment instrument agreed upon.

4. **Installation**

The Customer is responsible for room preparation (carpentry, masonry, plumbing, power conditioning, surge protection, electrical wiring, X ray protection, etc.). Philips will provide assistance in the preparation of the room layout to include physical and electrical drawings.

5. **Warranty**

PHILIPS warrants to the Purchaser the good quality of the goods supplied for the period of 12 (twelve) months as from the date of acceptance or on which they have been put into use, but in no event for more than 15 (fifteen) months as from the date of despatch, against defects which appear therein under proper use, and which arise solely from faulty materials or workmanship. This warranty does not include any vacuum articles, to which a specified pro rata credit applies. X-Ray Tube Warranty: 150,000 scan sec or 12 months pro-rata temporis.

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3 General Terms and Conditions of Sale and Software License

The products are offered and sold by Philips Medical Systems Nederland B.V. ("Philips") only under the terms and conditions described below ("Products" or when referred to in a singular manner "Product").

1 Validity of Quotation and Conditions of Sale

Philips' quotation is open for acceptance within the period stated therein, but is subject to change or withdrawal prior to such acceptance. Any customer order, whether or not arising from Philips' quotation, shall be subject to Philips' confirmation in writing. These Conditions of Sale shall prevail over any conditions possibly issued by the customer, unless and to the extent expressly stated otherwise in Philips' quotation.

2 Prices

The prices as set out in the quotation are exclusive of any applicable sales, excise, use, import or customs duties or other taxes in effect or later levied. Unless the customer provides Philips with an appropriate exemption certificate reasonably in advance of the date the Product is available for delivery, Philips shall invoice the customer for those taxes, and the customer shall pay those taxes in accordance with the terms of the invoice.

3 Payment

Philips is entitled to full and immediate payment in EURO to the bank account as indicated by Philips prior to shipment of the Products. Alternatively, customer has the option to pay in EURO's by means of a divisible, irrevocable, documentary and confirmed letter of credit, as a form acceptable to Philips, payable at sight against the shipping documents, at or confirmed by a first class Dutch bank acceptable to Philips and opened for the benefit of Philips, or by such other means as Philips may authorize in writing.

3.1 Letter of Credit. Customer shall establish the letter of credit by a first class bank, that has adopted the Uniform Customs and Practice for Documentary Credits issued by the International Chamber of Commerce, prior to shipment and in favour of Philips on the basis of 100% of the value of the respective order.

The letter of credit must be valid for at least six (6) months from issuance, must allow for partial shipments and must allow at least thirty (30) days for presentation. The customer shall pay all bank charges outside of The Netherlands. If the customer requests that shipment be made other than the agreed delivery conditions, the letter of credit must be drawn in an amount sufficient to pay for any additional shipping costs, if any.

3.2 Delay in Payment. Any delay in payments will incur legal interest immediately as from the due date. If customer fails to pay any amount when due, Philips may discontinue the performance of services, discontinue the delivery of the Product(s), or deduct the unpaid amount from any amounts otherwise owed to the customer by Philips or any of its affiliates under any agreement with the customer, in addition to any other rights or remedies available to Philips. Furthermore, Philips, or its designated representative, will be allowed, without notice to the customer, to enter any premises in which the Products may be found and render them inoperable or remove them, and hold and sell them in accordance with the applicable law. In any action initiated to enforce these Conditions of Sale following a customer default or otherwise, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorney's fees, in connection with such action.

3.3 Satisfaction. If the customer cancels an order prior to the Product delivery and the customer has a legal right to do so, the customer shall pay the costs incurred by Philips up to the date of cancellation including, but not limited to, the costs to manufacture the Product, the costs to provide any training, educational, or other services to the customer in connection with the order, a nominal resending fee, and the costs to return or cancel any product ordered from a third party. In other cases of cancellation, the agreed price remains due and payable.

4 Leases. In the event the customer desires to convert the purchase of any Product to a lease, the customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the Product. The customer is responsible to convert the transaction to a lease, and is required to secure the leasing company's approval of all of the terms and conditions in this quotation without modification. No Product will be delivered to the customer until Philips has received copies of the fully executed lease documents and has approved the same.

5 Retention of ownership and defining payments. Without prejudice to the passing of risks in accordance with the applicable trade terms as described below, Philips shall retain title to all Products until the customer has fulfilled its payment obligations in full. The customer shall provide any assistance in taking any measures required to protect Philips' property rights.

6 Delivery

Unless otherwise stated in its quotation, Philips shall deliver any Products FCA. Philips premises or any other premises indicated by Philips in accordance with the latest edition of the Incoterms issued by the International Chamber of Commerce. Should Philips and customer agree to any other terms holding Philips liable for the costs of transportation and/or insurance, any additional costs, including but not limited to costs due to reworking and/or surcharges which are the result of circumstances or events that are beyond any reasonable control, shall be for customer's account. Furthermore, customer must provide full forwarding instructions with the order.

7 Technical changes/obsolescence of Products

Philips shall have the right to make changes in the design or specifications of the Products at any time, provided that such change shall not adversely affect the performance of said Products.

During the validity period of Philips' quotation, some of the Products might become obsolete. In such a situation, Philips shall endeavor to provide equivalent replacement Products at similar prices, but shall not be held responsible in case there would be no replacement available.

8 Dispatch and delivery

Philips shall make reasonable efforts to meet any delivery dates quoted or acknowledged, but shall not be liable for failure to meet these dates. In case Philips cannot dispatch the Products to their destination at the date scheduled, due to reasons outside Philips' reasonable control, such as, but not limited to, reasons attributable to customer, Philips shall be entitled to store the Products concerned at the customer's expense and risk. In such case the warehouse receipt(s) shall serve as substitute(s) for the shipping documents in all respects and the customer undertakes to reimburse within fourteen (14) days of Philips' first demand any and all additional expenses so incurred.

The estimated date of dispatch and/or completion of the installation works, if offered, has to be calculated from the date of the bank's advice that the letter of credit and/or other payment instrument agreed upon has been established in conformity with the Conditions of Sale, under the advance payment, if applicable, has been received.

9 Installation

In case Philips' quotation or sale includes installation of the Products, the customer shall be responsible for the following at customer's sole expense and risk.

(a) The provision of adequate and lockable storage in or near the installation site for the Products in order to ensure protection against theft and any damage or deterioration. Any item lost or damaged during the storage period shall be repaired or replaced at the customer's cost.

(b) The availability, on or near the installation site of adequate and lockable rooms equipped with sanitary installations, for personnel of Philips or Philips' representative and for the storage of the personnel's tools and instruments.

(c) The timely execution and completion of the preparatory works, in conformity with any requirements that Philips shall indicate to the customer in due time. The site preparations shall be in compliance with all safety, electrical and building codes relevant to the Products and their installation. Sufficiency of such plans and specifications, specifically including, but not limited to the accuracy of the dimensions described therein, shall be the sole responsibility of customer. The installation site shall be made available to Philips or Philips' representative without obstacles in the time to enable Philips or Philips' representative to start the installation work at the scheduled date; installation personnel shall not be called upon the installation site until all preparatory work has been, in the sole opinion of Philips, satisfactorily completed.

(d) The timely provision of the permits and licenses required by the pertinent authorities for or in connection with the installation and the operation of the Products.

(e) The timely provision of all visa, entry, exit, residence, work or any other permits necessary for Philips' or Philips' representatives personnel and for the import and export of tools, equipment, Products and materials necessary for the installation works and subsequent testing.

(f) The assistance to Philips or Philips' representative, with respect to moving the Product from the entrance of the customer's premises to the installation site. The customer shall be responsible, at its expense, for rugging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous material exists at the installation site. If any such material exists, the customer shall be responsible for the proper removal and disposal of the material at the customer's expense.

In case any or all of the above conditions are not properly or timely complied with, or Philips or Philips representative has to interrupt the installation and subsequent testing for reasons not attributable to Philips, the period of completion shall be extended accordingly and any and all additional costs resulting therefrom shall be for the customer's account. Philips NEITHER ASSUMES LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE PREMISES OR THE UTILITIES AVAILABLE AT THE PREMISES IN WHICH THE PRODUCT IS TO BE INSTALLED, USED OR STORED.

10 Acceptance

In case installation of the Products is offered, Philips shall notify the customer when the Products installed will be ready for testing and acceptance, advising the customer to attend the standard tests or such tests as may have been agreed upon in writing to demonstrate compliance with the agreed specifications and/or to inspect the installation work.

If the customer's representative fails to attend the testing on the date notified, the technical staff of Philips or its representative will continue with the tests according to Philips' standard test procedures and these tests shall be considered performed in the presence of the customer's inspector and acceptance shall in such case take place on the basis of the results stated in the test certificate signed by us.

In case of rejection of the Products installed for justified reasons, to be submitted to Philips in detail and in writing within ten (10) days after completion of the acceptance tests concerned, Philips shall as a sole remedy correct the shortcomings as soon as possible and the relevant parts of the acceptance test shall be repeated within a reasonable period of time in conformity with the procedures outlined above.

If within ten (10) days after completion of the acceptance test Philips shall not have received the acceptance certificate signed by the customer or a report of rejection for justified reasons, or upon start of the operational use, the Products installed shall be considered as having been accepted by the customer.

Minor defects or deviations not affecting the operational use of the Products installed shall be stated in the acceptance certificate, but shall not obstruct or suspend acceptance. Philips undertakes to remedy such defects as soon as possible.

11 Complaints and return

The customer shall notify Philips in writing and shall substantiate any complaints of erroneous dispatch and/or apparent damage to the Products supplied within ten (10) days after receipt of the Products including the date and number of Philips' invoice. Philips shall issue, upon acceptance of the complaint, a return authorization notice and customer shall return the relevant Products in accordance with Philips' instructions. All Products returned must be insured and carriage prepaid by customer and packed in their original packing.

12 Product warranty

Philips provides Product specific warranties with respect to the offered Products, as set out in Philips' quotation, or as annexed hereto. In absence of any Product specific warranty, Philips warrants to the customer the good quality of any hardware Products supplied, for a period of one year as from the date of acceptance or first patient use, whichever occurs first, but in no event for more than fifteen (15) months as from the date of dispatch, against defects which appear therein under proper use, and which arise solely from faulty materials or workmanship. This warranty does not include any vacuum articles to which a pro rata credit applies. Furthermore this warranty is not applicable for replacement parts, hardware upgrades, consumables and other excluded items for which specific warranty conditions apply as indicated, provided for or made accessible by Philips.

Some newly manufactured Products supplied hereunder may contain selected remanufactured parts equivalent to new in performance. Replacement parts are new or equivalent to new in performance.

Philips' obligations under any product warranty are limited, at Philips' option, to the repair or the replacement of the Product or a portion thereof, or to a refund of a portion of the purchase price paid by the customer. Any refund will be paid to the customer when the defective Product or part is returned to Philips. Any product warranty is made on condition that Philips receives written notice of a Product defect during the warranty period and within ten (10) days following the discovery of the defect by the customer, and if so requested the defective Products have been returned to an address or location indicated by Philips. Such defective parts shall become the property of Philips as soon as they have been replaced. Philips' obligations under any product warranty do not apply to any defects resulting from: (a) improper or inadequate maintenance or calibration by the customer or its agents; (b) customer or third party supplied software, interfaces, or supplies; (c) use or operation of the Product other than in accordance with Philips' applicable Product specifications and written instructions; (d) abuse, negligence, accidents, loss(es) damage to, or misuse; (e) improper use preparation; (f) unauthorised maintenance or modifications to the Product; or (h) any damage to the Product - including software - or any medical or other stored data caused by an external source regardless of its nature, including but not limited to backing; (i) virus or similar software interference resulting from the connection of the Product to a network. Philips does not provide a warranty for any third party products furnished to the customer by Philips under this quotation, however, Philips shall use reasonable efforts to extend to the customer the third party warranty for such product. The obligation of Philips described above are Philips' only obligations and the customer's sole and exclusive remedy for a breach of a Product warranty.

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16 Infringement Claims. If a third party makes, or attempts to make, a claim against the customer alleging that a Philips Product delivered hereunder infringes a valid claim under a patent, utility model, industrial design, copyright, trade secret, mask work, or trademark (collectively "Intellectual Property Right"), the customer shall (a) provide Philips prompt written notice of the claim, and (b) grant Philips full and complete information; and if Philips chooses in writing to defend, settle or negotiate the claim, customer shall (i) give Philips sole control of any defence or settlement that it may undertake and (ii) provide Philips with all reasonable assistance if so desired by Philips.

Philips shall have no obligation for any claim of infringement and customer shall reimburse all reasonable costs (including, but not limited to, attorneys' fees) in case a claim arises from: (a) Philips' compliance with the customer's design, specifications, or instructions; (b) Philips' use of technical information or technology supplied by the customer; (c) modifications to the Product by the customer or its agents; (d) use of the Product other than in accordance with the product specifications or applicable written product instructions; (e) use of the Product with products not manufactured by Philips; if infringement would have been avoided by the use of a current unaltered version of either the Philips Product, the third party products or both. Furthermore, Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products or services generated by means of the Products purchased under the quotation, or based upon the amount of use of the Product regardless of whether such claim alleges the Product or its use infringes or contributes to the infringement of such claim.



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In case (a) a nonappealable judgment of a competent court having jurisdiction declares the claim to be valid, or (b) the Product is believed by Philips to infringe such a claim, Philips may, at its option, (i) procure the right for the customer to continue to use the Product, (ii) replace or modify the Product to avoid infringement, or (iii) refund to the customer a reasonable portion of the Product purchase price upon the return of the original Product.

The terms in this section state Philips' entire obligation and liability for claims of infringement, and the customer's sole remedy in the event of a claim of infringement.

15. Use and ownership of documents

All technical information in relation to the Products and their maintenance are Philips proprietary information, covered by Philips copyrights and remain Philips' property and may not be copied, reproduced, transmitted or communicated to or utilized by third parties without Philips' prior written consent. Data such as but not limited to illustrations, catalogs, colours, drawings, dimensions, statements of weight and measurements made available as (printed) information are an approximation only and customer can not derive any rights based on these data.

16. Export control

The delivery of any Product may be subject to the granting of governmental export licenses. In the event that such license or an end-user statement are required, Philips will contact the customer immediately and the customer shall provide Philips with such documents on first written request. In case the delivery of Products becomes restricted or forbidden due to changed export control laws, Philips may suspend or terminate at its option the execution of its obligations under any agreement without incurring any liability towards customer other than reimbursing any amounts received.

The customer acknowledges that it is familiar with such export control regulations. The customer furthermore agrees that it will not deal with the Products under documentation in violation of such regulations, and more specifically will not (re-)export or otherwise dispose of such goods without the applicable, prior written authorization of the competent authorities. Such export control regulations shall include without limitation U.S. statutes and regulations regarding embargoes and prohibiting the participation in un sanctioned international boycotts.

17. Confidentiality

Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, electronically or disclosed orally, relating to the Products and business of the disclosing party, its customers and/or its patients, and this obligation or disclosure shall include any pricing information. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own like information, but not less than reasonable care. Each party shall disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

18. Force majeure

Each party is entitled to suspend the performance of its obligations as a result of any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, war, civil war, insurrection, fire, floods, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, Philips' non-availability of any permits, licenses and/or authorizations required, defaults or force majeure of suppliers or subcontractors.

If force majeure prevents Philips from filing any order from customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable for any compensation, reimbursement or damages whether for direct, indirect or consequential loss or otherwise.

19. Taxes

All taxes, duties, levies and similar exactions, which are or become due in connection with our quotation, any order or agreement resulting therefrom, and the carrying out thereof are for the account of Philips as far as they are due in the supplier's country, and for the account of the customer as far as they are due in customer's country or in such other country or countries for which the Products are destined or in which any services will be performed, irrespective of which party (including its representative/employees) will be held to pay such taxes.

20. Miscellaneous

(a) If the customer becomes insolvent, is unable to pay its debts when due, (file for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations, or suspend performance, however, the customer's financial obligations to Philips shall remain in effect.

(b) The customer may not assign any rights or obligations in connection with the transactions contemplated by this quotation or sale without the prior written consent of Philips, and any attempted assignment without such consent shall be of no force or effect.

(c) All transactions contemplated by this quotation or sale shall be governed by the laws of the Netherlands without regard to the principles of choice of law. Customer and Philips shall submit any dispute that cannot be solved amicably to the exclusive jurisdiction of the relevant court in Amsterdam, the Netherlands.

(d) The terms and conditions in this quotation or sale constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by this quotation or sale, and supersede any previous understandings or agreements between the parties whether written or oral regarding the transactions contemplated by this quotation or sale. The pricing in this quotation or sale is based upon the terms and conditions in this quotation or sale. No additional terms, conditions, comments, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. The customer's submission of a purchase order shall evidence the customer's agreement to these terms and conditions.

(e) The headings in these Conditions of Sale are intended for convenience only, and shall not be used to interpret the content of the clauses as set out herein.

(f) If any provision of these Conditions of Sale is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect. In substitution for any such provision deemed to be illegal, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent hereto to the extent permissible under applicable law shall be deemed to substitute said provision.

(g) Notices or other communications shall be in writing, and shall be deemed served (if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the relevant party).

(h) The failure of the customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The course of dealing, course of performance, course of conduct, prior dealings, usage of trade, customary standards, industry standards, and customary standards and customary practices and interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of these Conditions of Sale.

(i) The customer's obligations are independent of any other obligations the customer may have under any other agreement, contract, or account with Philips. The customer will not exercise any right of offset in connection with the terms and conditions in this quotation or sale, or in connection with any other agreement, contract, or account with Philips.

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ELECTRICAL CONTRACTOR		MECHANICAL CONTRACTOR		GENERAL CONTRACTOR		LAYOUT ACCEPTED BY	
NAME	<u>Esben Robbs</u>	NAME	<u>José Rodriguez</u>	NAME	<u>Ken A Martinez</u>	NAME	<u>Ken A Martinez</u>
SIGNED	<u>[Signature]</u>	SIGNED	<u>[Signature]</u>	SIGNED	<u>[Signature]</u>	SIGNED	<u>[Signature]</u>
DATE	<u>6/26/08</u>	DATE	<u>6/26/08</u>	DATE	<u>6/26/08</u>	DATE	<u>6/26/08</u>

The equipment components shown in this drawing package are based on the current proposed equipment purchase and are subject to change if modifications are made to the configuration.

Healthcare
www.healthcare.philips.com

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